

#11/ Reg. for
Record.
(N.E.)
M. Watts
1-15-03

Art Unit: 3711

RECEIVED

JAN 09 2003

TECHNOLOGY CENTER R3700

Washington, DC 20231

This is in response to the Final Office Action of November 4, 2002, on the basis of indefiniteness for the asserted reason that soccer balls come in all sizes and that there are various degrees of “non-inflated.” The claims are also rejected on the basis of prior art.

As to indefiniteness, it is respectfully submitted that there is nothing indefinite about the recitation of the practice ball being “of at least the approximate size of a non-inflated soccer ball.” A soccer ball is a soccer ball, not a tennis ball or a ball for small children to play with or for a dog to put in its mouth. Informal pick-up non-regulated games may be played resembling soccer with balls of varying size when a soccer ball is not available, but that does not make the ball that is being played with a “soccer ball.” As required by the rules of soccer, as recited in the official Laws of the Game of the International Football Association Board, a soccer ball is of a circumference of not more than 28 inches and not less than 27 inches. (See attached copy of the pertinent page of the Laws of the Game). If one were to go into a sporting goods store and ask for a soccer ball, this is what one would be shown. One would not be shown a tennis ball or a small ball for child’s play or a small ball for a dog to hold in its mouth. Clearly there is nothing indefinite about the term “soccer ball.”

0252117.01
LIB:

As to “non-inflated” being indefinite because the degree of “non-inflated” is not specified, it is submitted that there are no degrees of “non-inflated.” The term “non-inflated” means that it is not inflated. It does not mean that it is partially inflated. There are degrees of inflation, but there are no degrees of “non-inflated.”

For the foregoing reasons, it is respectfully submitted that the terms “soccer ball” and “non-inflated” as used in the pending claims of the present application are not indefinite and the rejection on indefiniteness should be vacated.

Claim 1, which is the only independent claim, is rejected, along with some of the dependent claims, on the basis of the size of the ball not being clear in the claims, which provides a basis for rejecting the claims on the Armstrong patent that specifically discloses a tennis ball. As explained above, the claim language of the rejected claims is not unclear or indefinite with regard to the size of the ball. Therefore, this basis of the rejection is no longer applicable.

Alternatively, Claim 1 and some of its dependent claims are rejected on the basis of the Armstrong patent stating that the ball may be made of whatever size is desired. The Armstrong patent specifically discloses a tennis ball and the only disclosure as to the size of that ball is the statement in column 2, lines 55-59 that reads:

Looking at Fig. 5a, the ball 30 of the game apparatus 10 is typically slightly smaller than a conventional tennis ball (approximately 2.5 inches in diameter), although the size can be varied according to the choice of the player.

This disclosure of a ball slightly smaller than a conventional tennis ball of approximately 2.5 inches in diameter along with the broadening statement that the size can be varied according to the choice of the player is certainly not a disclosure or a suggestion that the ball can be approximately the size of a soccer ball or larger. There is nothing in the Armstrong patent that

would teach or suggest the use of a ball at least as large as a soccer ball, particularly as the specific disclosure is of the use of a ball slightly smaller than a tennis ball.

The other rejection in the Office Action is of dependent Claims 6, 11 and 12. As these claims depend from Claim 1, allowance of Claim 1 would result in these claims being allowable as well.

Therefore, it is respectfully submitted that all of the pending claims are allowable and reconsideration and allowance are respectfully requested.

Respectfully submitted,



Dalbert U. Shefte

U.S. Reg. No. 18,174

Kennedy Covington Lobdell & Hickman, L.L.P.

4200 Bank of America Corporate Center

100 North Tryon Street

Charlotte, NC 28202-4006

(704) 331-5790

CERTIFICATE OF MAILING:

"Express Mail" Mailing Label No. EV210642557US

Date of Deposit: January 6, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231

Typed Name: Wendy Pullen

Signature: Wendy Pullen



Laws of the Game

July 2002

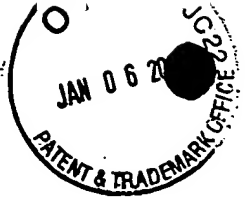
Authorised by the International Football Association Board

This booklet may not be reproduced or translated in whole or in part in any manner without the permission of FIFA

Published by

Fédération Internationale de Football Association

11 Hitzigweg, 8030 Zurich, Switzerland



Decisions of the International F.A. Board

• Decision 1

If the crossbar becomes displaced or broken, play is stopped until it has been repaired or replaced in position. If a repair is not possible, the match is abandoned. The use of a rope to replace the crossbar is not permitted. If the crossbar can be repaired, the match is restarted with a dropped ball at the place where the ball was located when play was stopped. - (see page 3)

• Decision 2

Goalposts and crossbars must be made of wood, metal or other approved material. Their shape may be square, rectangular, round or elliptical and they must not be dangerous to players.

• Decision 3

No kind of commercial advertising, whether real or virtual, is permitted on the field of play and field equipment (including the goal nets and the areas they enclose) from the time the teams enter the field of play until they have left it at half-time and from the time the teams re-enter the field of play until the end of the match. In particular, no advertising material of any kind may be displayed on goals, nets, flagposts or their flags. No extraneous equipment (cameras, microphones, etc.) may be attached to these items.

• Decision 4

There shall be no advertising of any kind within the technical area or within one metre from the touch line and outside the field of play on the ground. Further, no advertising shall be allowed in the area between the goal line and the goal nets.

• Decision 5

The reproduction, whether real or virtual, of representative logos or emblems of FIFA, confederations, national associations, leagues, clubs or other bodies, is forbidden on the field of play and field equipment (including the goal nets and the areas they enclose) during playing time, as described in Decision 3.

• Decision 6

A mark may be made off the field of play, 9.15 metres (10 yds) from the corner arc and at right angles to the goal lines to ensure that this distance is observed when a corner kick is being taken.

Qualities and Measurements

The ball is:

- spherical
- made of leather or other suitable material
- of a circumference of not more than 70 cm (28 in) and not less than 68 cm (27 in)
- not more than 450 g (16 oz) in weight and not less than 410 g (14 oz) at the start of the match
- of a pressure equal to 0.6 – 1.1 atmosphere (600 – 1100 g/cm²) at sea level (8.5 lb/sq in 15.6 lb/sq in)

LAW 2 – The Ball

Replacement of a Defective Ball

If the ball bursts or becomes defective during the course of a match:

- the match is stopped
- the match is restarted by dropping the replacement ball at the place where the first ball became defective - (see page 3)

If the ball bursts or becomes defective whilst not in play at a kick-off, goal kick, corner kick, free kick, penalty kick or throw-in:

- the match is restarted accordingly

The ball may not be changed during the match without the authority of the referee.

